



SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
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MEMBERS OF THE BOARD

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 28, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 June 28, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

RECOMMENDATION TO APPROVE COUNTY EQUITY OVERSIGHT PANEL (CEOP) MEMBER CONTRACTS FOR THE CEOP (ALL DISTRICTS) (3 VOTES)

SUBJECT:

Request to approve seven (7) County Equity Oversight Panel (CEOP) Member Contracts for the CEOP, authorize the Executive Officer, Board of Supervisors to enter into and execute additional CEOP Member agreements, if necessary, and extend the initial term of the agreement up to six (6) additional one (1) year periods for a maximum total Contract Term of seven (7) years.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Officer, Board of Supervisors or its designee to execute CEOP Member Contracts with the following four new CEOP Members, (1) Richard D. Klinger; (2) Michael H. Leb; (3) Nancy Solomon; and (4) Susan Woolley; and with one former and two current, Sheriff's Department Equity Oversight Panel Members, (5) Susan B. Tyler; (6) Mercedes Cruz; and (7) Nora Quinn. CEOP Member contracts are effective upon execution for an initial term of one (1) year;
2. Authorize the Executive Officer, Board of Supervisors or its designee to extend the above initial one (1) year term for up to six (6) additional one (1) year periods for a maximum total Contract Term of seven (7) years;
3. Authorize the Executive Officer, Board of Supervisors or its designee to execute CEOP Member Contracts with additional CEOP Members as needed, throughout the term of the original CEOP Member Contracts identified above.

PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTION

The CEOP is an independent civilian oversight panel comprised of employment law attorneys and/or persons with expertise in conducting employment investigations. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE"), recommending appropriate dispositions and discipline for violations of the CPOE and communicating such recommendations to the involved department heads or their designees. Additionally, the CEOP will review CEIU investigations, to ensure that they are appropriate, complete, effective, and fair.

Approval of these CEOP Member Contracts by your Board will enable the Executive Director of the CEOP to staff the CEOP. The creation of a similar panel and contracts was previously approved by your Board as part of the Bouman v. Baca matter involving the Los Angeles Sheriff's Department.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The creation and implementation of the CEOP supports the County's Strategic Goals for the two (2) strategies related to Workforce Excellence. Specifically, Strategy 1 and Strategy 2 are addressed by the creation of the CEOP in that the establishment of an outside independent oversight panel to better ensure compliance with the CPOE will provide and enhance employee well-being and related productivity by further evidencing to the County's workforce the County's commitment to resolve equity related situations appropriately.

FISCAL IMPACT/FINANCING

CEOP Members will serve in a part-time capacity for a not to exceed annual hourly commitment of 500 hours and a not to exceed annual monetary amount of \$100,000.

Funds for this action are available in the Executive Office, Board of Supervisor's proposed Fiscal Year 2011-2012 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 14, 2010, the Board adopted a Chief Executive Office's (CEO) recommendation to create a Countywide employment discrimination complaint process modeled after the Sheriff's Equity Oversight panel process, specifically to include a CEOP.

The CEOP is an independent civilian oversight panel of attorneys with employment law experience/expertise and/or individuals with employment investigation experience. The CEOP is primarily responsible for reviewing CEIU investigations of potential violations of the CPOE and recommending appropriate dispositions and discipline for violations of the CPOE.

June 28, 2011

On January 21, 2011, the CEO submitted a plan to implement the CEOP and the Board also approved four staff for the Office of the CEOP, which reports to the Executive Officer, Board of Supervisors.

By approving the action requested herein, the Board will now staff the CEOP enabling it to be operational by July 1, 2011. Also, on May 31, 2011, the Board adopted the CPOE with an effective date of July 1, 2011.

SELECTION PROCESS

Resumes were solicited from interested persons with the requisite experience and expertise and interviews conducted by the County representatives from the County Department of Human Resources, the Chief Executive Office, the County Counsel's Office and the Executive Office, Board of Supervisors.

CONTRACTING PROCESS

The form of the CEOP Member Contract to be used with all CEOP members is attached for your review and approval. The form is based on the Sheriff Department's Equity Oversight Panel Member Contract and the Office of Independent Review Member Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact in current County operations and services by the approval of this recommended action.

CONCLUSION

Your Approval of these matters is requested.

Respectfully submitted,



SACHI A. HAMAI

Executive Officer, Board of Supervisors

SAH:md

c: Chief Executive Officer
County Counsel

CEOP CONTRACT
2011

Richard D. Klinger

Contract No. 77574

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Richard D. Klinger**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

- a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.
- b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.
- c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer, of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 20__.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: [Signature]

Print Name: RICHARD KLINGER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

CEOP CONTRACT
2011

Michael H. Leb

Contract No. 77575

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Michael H. Leb**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this 7th Day of July, 2011.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: [Signature]

Print Name: Michael H. Lee

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

CEOP CONTRACT

2011

Nancy Solomon

Contract No. 77577

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Nancy Solomon**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification, "below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

- a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.
- b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.
- c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this 7th Day of July, 2011.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

JUN 28 2011

Sachi A. Hamai
SACHI A. HAMA
EXECUTIVE OFFICER

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: Law Office of Nancy Solomon, APC

Print Name: N. Solomon
Nancy Solomon

77577

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

Contract No. _____

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Susan Woolley**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 20__.

COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By:
Sachi A. Hamai

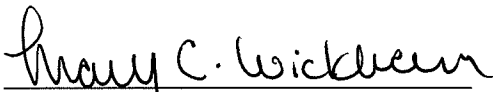
COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: _____

Print Name: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By 
MARY C. WICKHAM
Principal Deputy County Counsel

Contract No. _____

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Susan B. Tyler**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 20__.

COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By:
Sachi A. Hamai

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: _____

Print Name: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

CEOP CONTRACT

2011

Mercedes Cruz

Contract No. 77578

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Mercedes Cruz, APLC**
Partner LBBS LLP
County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the
County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth
herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County
Policy of Equity ("CPOE") investigations and to render disposition and disciplinary
recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the
Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of
the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has
the authority to contract for specialized services to assist the County in the performance of
statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render
such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily
responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of
potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer, of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this 7 Day of July, 2011.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: Mercedes Cruz APLC Partner
Lewis Brisbois Bisgaard & Smith LLP
Print Name: MERCEDES CRUZ

77578

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

Contract No. _____

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and **Nora Quinn**, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification, "below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 20__.

COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By:
Sachi A. Hamai

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: _____

Print Name: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

Contract No. 77668

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and Ronald N. Wilson, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of potential violations of the County Policy of Equity ("CPOE") to recommending appropriate

dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office

space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer, of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this 13 Day of October, 2011.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

JUN 28 2011

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: [Signature]
Print Name: Ronald N. Wilson

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Benjamin Javala
Deputy

77668

COUNTY EQUITY OVERSIGHT PANEL MEMBER


CONFIDENTIALITY AGREEMENT

I, Ronald N. Wilson

pursuant to paragraph H entitled, "Confidentiality," of the County Equity Oversight Panel ("CEOP") Member Contract Number 77668 effective June 28, 2011;

Shall, in my capacity as a CEOP Member, have access to and review such confidential personnel records of the County, its departments and/or its workforce, as may be material and relevant to the performance of my CEOP Member contractual responsibilities including but not limited to: any and all information, data, opinions, findings, or conclusions contained in an employee's personnel file, County Intake Specialist Unit file ("CISU"), County Equity Investigation's Unit file ("CEIU") or any other document relevant to the performance of my contractual duties or discussed by the CEOP in the course and scope of exercising its duties (Confidential Information/Records).

1. As to such Confidential Information/Records I understand and agree:
 - a. that I will use the utmost discretion and care to maintain the integrity of such while executing all of my CEOP Member duties;
 - b. that I will exercise the utmost care to preserve all statutory and constitutional requirements of confidentiality with regard to such;
 - c. that such information acquired in my capacity as a CEOP Member shall be considered as information acquired in confidence by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040;
 - d. that as a contractor with the County of Los Angeles who is permitted to review this privileged and confidential information/records I am bound by any and all applicable privileges and confidentiality provisions, provided in California law and that unauthorized disclosure of the information may result in liability and that I cannot disclose such confidential information/records at any time, without the express written authorization of the Executive Director of the County Equity Oversight Panel or to the extent allowed by the law.

Signature: 

Date: 10/3/11

Contract No. 77669

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and Gary A. Bacio, County Equity Oversight Panel Member ("CEOP Member") to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE") investigations and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, an Equity Oversight Panel ("EOP") has been operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing County Equity Investigation's Unit ("CEIU") investigations of

potential violations of the County Policy of Equity ("CPOE") to recommending appropriate dispositions and discipline for violations of the CPOE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, such office space at a County facility, use of related equipment, and staff support and assistance as may be

reasonably necessary to perform his or her duties under this Agreement. Any and all other office space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") investigations, to ensure that investigations are appropriate, complete, effective, and fair
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the EDCEOP, to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of CEIU investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and

protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract shall be one (1) year commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, as provided in this contract.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of (7) seven years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the Executive Director of the County Equity Oversight Panel at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual unpaid hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and

scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200 per hour. Services are to be performed on a part-time, hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

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Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the: **Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-26, Los Angeles, California 90012.** Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The Executive Director of the County's Equity Oversight Panel will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Executive Officer, of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this 13 Day of October, 2011.



COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: Sachi A. Hamai
Sachi A. Hamai

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Mary C. Wickham
MARY C. WICKHAM
Principal Deputy County Counsel

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: Gary A. Bacio

Print Name: GARY A. BACIO

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Benjamin Javala
Deputy

77669

COUNTY EQUITY OVERSIGHT PANEL MEMBER

CONFIDENTIALITY AGREEMENT

I, GARY A. BACIO

pursuant to paragraph H entitled, "Confidentiality," of the County Equity Oversight Panel ("CEOP") Member Contract Number 77669 effective June 28, 2011;

Shall, in my capacity as a CEOP Member, have access to and review such confidential personnel records of the County, its departments and/or its workforce, as may be material and relevant to the performance of my CEOP Member contractual responsibilities including but not limited to: any and all information, data, opinions, findings, or conclusions contained in an employee's personnel file, County Intake Specialist Unit file ("CISU"), County Equity Investigation's Unit file ("CEIU") or any other document relevant to the performance of my contractual duties or discussed by the CEOP in the course and scope of exercising its duties (Confidential Information/Records).

1. As to such Confidential Information/Records I understand and agree:
 - a. that I will use the utmost discretion and care to maintain the integrity of such while executing all of my CEOP Member duties;
 - b. that I will exercise the utmost care to preserve all statutory and constitutional requirements of confidentiality with regard to such;
 - c. that such information acquired in my capacity as a CEOP Member shall be considered as information acquired in confidence by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040;
 - d. that as a contractor with the County of Los Angeles who is permitted to review this privileged and confidential information/records I am bound by any and all applicable privileges and confidentiality provisions, provided in California law and that unauthorized disclosure of the information may result in liability and that I cannot disclose such confidential information/records at any time, without the express written authorization of the Executive Director of the County Equity Oversight Panel or to the extent allowed by the law.

Signature: GARY A. BACIO

Date: 10/4/11